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favor of the "family purpose" doctrine, such as putting the financial responsibility of the owner behind the car while it is being used by a member of the family, who is likely to be financially irresponsible; but, as an application of the rule of *respondeat superior*, the doctrine must be regarded as straining that rule unduly. In several States this straining has been avoided through the passage of statutes.

For a full discussion of the "family automobile", see 2 VA. LAW REV. 189. For a decided case on the subject, see 6 VA. LAW REV. 544.

**PARENT AND CHILD—ACTION FOR ABDUCTION OF MINOR DAUGHTER—MEASURE OF DAMAGES.**—The defendant, while the plaintiff was away from home, induced the plaintiff's 16 year old daughter to leave home against the protests of her mother and carried her to another State, where she was married to a third person within 12 hours. Plaintiff brought an action against the defendant for damages for the abduction of his daughter, alleging both loss of services between the time of her abduction and the time for her marriage and mental anguish. *Held*, plaintiff could recover. *Little v. Holmes* (N. C.), 107 S. E. 577.

At common law no action by a father lay for the abduction of a child unless it be the eldest son and heir. *Barham v. Dennis*, Cro. Eliz. 770, 78 Eng. Rep. R. 1001. With the relaxation of the common law, however, such an action was allowed the father on the grounds that he had lost the services of the child to which he was entitled. By the earlier cases such services must have been actually rendered. *Magee v. Holland*, 27 N. J. L. 86, 72 Am. Dec. 341, and cases there cited. But the later decisions do not require actual loss of services but allow the father to recover for constructive services, as where the child was too young to render services. *Clark v. Bayer*, 32 Ohio St. 229, 30 Am. Rep. 593. And where the child was not at the time a member of the father's household. *Hare v. Dean*, 90 Me. 308, 38 Atl. 227. But even in these cases a right to the child's services is a necessary foundation for the action.

The legal marriage of a minor daughter, even without the parent's consent, emancipates the child from the custody of the parent and no further services are due the parent. *Aldrich v. Bennett*, 63 N. H. 415, 56 Am. Rep. 529; *State v. Lowell*, 78 Minn. 166, 80 N. W. 877, 79 Am. St. Rep. 358, 46 L. R. A. 440. An action for abduction cannot be maintained against one who procures a minor's legal marriage by false and fraudulent representations to officers, and those authorized to solemnize marriages. *Hervey v. Moseley*, 7 Gray (Mass.) 479, 66 Am. Dec. 515. And no action can be maintained against the register of deeds for depriving a parent of his daughter's services by unlawfully issuing a marriage license where the marriage consummated was valid. *Wilkinson v. Dellinger*, 126 N. C. 462, 35 S. E. 819. It follows from this that if the marriage was void, or, if voidable and has been set aside, the father may recover since the child has not been emancipated.

In at least one jurisdiction, however, the court has repudiated the idea that the loss of services forms the basis of the father's right of action. *Kirkpatrick v. Lockhart*, 2 Brev. (S. C.) 276.

The measure of damages is not limited to the outworn fiction of "loss

of services". Mental anguish is an element of damage, once the cause of action is established. *Magee v. Holland, supra.* And in *Howell v. Howell*, 162 N. C. 283, 78 S. E. 222, 45 L. R. A. (N. S.) 867, Ann. Cas. 1914A, 893, it was held that the jury had a right to award compensatory damages for the wrong and for the mental anguish, and might also award punitive damages.

SPECIFIC PERFORMANCE—CONTRACT TO CONVEY LAND—TIME AS OF THE ESSENCE.—Appellant and appellee signed a memorandum of sale in which appellant agreed to convey land to appellee, the agreement providing that unless the sale should be concluded within thirty days, appellee's deposit, receipt of which was therein acknowledged, should be forfeited. Ten days after the time fixed in the contract for its performance had expired, appellant's attorney accepted from appellee's attorney the balance of purchase money due. The appellant, however, refused to convey the property, and appellee brought suit for specific performance. *Held*, appellee not entitled to specific performance. *Stern v. Shapiro* (Md.), 114 Atl. 587.

In actions at law, it is well settled that time is of the essence of contracts to convey land, and a strict compliance within the time stipulated is required. *Hill v. Fisher*, 34 Me. 143; *Shinn v. Roberts*, 20 N. J. L. 435, 43 Am. Dec. 636. But in equity, time is *prima facie* not essential unless expressly declared to be essential or unless it clearly appears to be so from the nature of the contract; and since equity treats provisions as to time of performance as formal rather than essential, it will not hesitate to compel specific performance after the time has expired. *Vance v. Newman*, 72 Ark. 359, 80 S. W. 574, 105 Am. St. Rep. 42; *Jones v. Robbins*, 29 Me. 351, 50 Am. Dec. 593. In any case, however, the awarding of specific performance is not mandatory upon the chancellor but is a matter of sound discretion, since the plaintiff was delinquent in not performing his part of the contract by the appointed time. *Young v. Daniels*, 2 Iowa 126, 63 Am. Dec. 477; *Boldt v. Early*, 33 Ind. App. 434, 70 N. E. 271, 104 Am. St. Rep. 255. Unless it clearly appears that time was regarded by the parties as essential, courts of equity will grant specific performance, requiring the defendant to make a deed to plaintiff and compensating the former by allowing him interest on the deferred payments; because "compensation", not "forfeiture", is a favorite maxim in a court of equity. *Frink v. Thomas*, 20 Or. 265, 25 Pac. 717, 12 L. R. A. 239.

Clauses which make time an essential element in contracts to convey land are construed strictly. Thus a mere naming of the days when payments will fall due does not render the contract void if payments are not made promptly. *Vance v. Newman, supra.* And if it would be unreasonable to allow it, time will not be held essential even where the contract to convey land declares it to be essential. *Richmond v. Robinson*, 12 Mich. 193. Again, where the contract expressly called for a forfeiture of the payments already made in case any subsequent installment should be omitted at the time due, the court found that time was not of the essence and compelled the vendor to give specific